



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

**RFP Number:**  
155011FSU

**RFP Title:**  
FORESTS IN FOCUS GRANT PROJECT

**RFP Response Due Date and Time:**  
September 10, 2014  
5:00 p.m., Mountain Time

**Number of Pages:**  
21

**Issue Date:**  
July 30, 2014

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Roger Ziesak

**Department of Natural Resources and Conservation**  
Phone: 406-542-4338  
Fax: 406-542-4217

**Website:** <http://vendor.mt.gov/>

## INSTRUCTIONS TO APPLICANTS

**Return Sealed Proposal to:**

Department of Natural Resources and Conservation  
ATTN: Roger Ziesak  
2705 Spurgin Road  
Missoula, MT 59804-3199

**Mark Face of Envelope/Package with:**

RFP Number: 155011FSU  
RFP Response Due Date:  
September 10, 2014

**Special Instructions:**

## APPLICANTS MUST COMPLETE THE FOLLOWING

**Applicant Name/Address:**

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, applicant acknowledges they understand and will comply with all RFP specifications and requirements.

**Type of Entity (e.g., corporation, LLC, etc.)**

**Applicant Phone Number:**

**Applicant E-mail Address:**

**Applicant FAX Number:**

**APPLICANTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO APPLICANTS

**It is the responsibility of each applicant to:**

**Follow the format required in the RFP** when preparing your response. Provide responses in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

**Use any forms provided**, e.g., cover page, budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are ***never*** accepted.

**The following items MUST be included as part of the response.**  
**Failure to include ANY of these items may result in a nonresponsive determination.**

- ☒ Signed Cover Sheet, (front page of this RFP).
- ☒ Signed Addenda (if appropriate) in accordance with Section 1.4.3

## SCHEDULE OF EVENTS

### EVENT

### DATE

RFP Issue Date ..... July 30, 2014

Pre-Proposal Conference ..... Varies by Location  
See Section 1.5 for times, locations, and dates.

Deadline for Receipt of Written Questions ..... August 15, 2014

Deadline for Posting Written Responses to the State's Website ... August 22, 2014

RFP Response Due Date ..... September 10, 2014

## **SECTION 1: INTRODUCTION AND INSTRUCTIONS**

### **1.1 INTRODUCTION**

The **STATE OF MONTANA, Department of Natural Resources and Conservation**, (hereinafter referred to as “DNRC”) is seeking to award grants totaling approximately \$2,000,000.00 to accomplish forest fuels reduction, mitigation, and restoration on state lands, non-industrial private (NIPF) lands, and Tribal forested lands in Montana. These State of Montana grant funds are made available through the “Forests in Focus Initiative” and under authority granted by the Montana Legislature. Awarded grants will fund or partially fund work performed under the **STATE OF MONTANA FORESTS IN FOCUS GRANT PROJECT (hereinafter referred to as “The project”)**, as detailed in the following Sections. There is a cost share requirement under this grant.

A more complete description to be provided is found in Section 3.

### **1.2 AGREEMENT TERM**

The initial Agreement term is for a period of no longer than fifteen (15) months beginning upon award and ending no later than December 15, 2015. Extensions will be granted only if DNRC and the grantee mutually agree that external and uncontrollable events have occurred which prohibit the timely completion of the Agreement and only if an extension is in the best interest of DNRC (example: a wildland forest fire in or near the project area that closed the area to timber harvest activities would be grounds for an extension). Such extension, once approved by the DNRC shall not exceed twelve (12) months; and only one such extension shall be granted to an agreement.

### **1.3 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until awards are announced by the procurement officer, applicants shall not communicate with any state staff regarding this procurement, except at the direction of Roger Ziesak, the procurement officer in charge of the solicitation.

Inquiries by an applicant to request DNRC Trust Lands Management Division participation in any individual proposal is permitted as are questions to DNRC staff regarding Forestry Best Management Practices (BMP) and the Streamside Management Zone (SMZ) Law. Any unauthorized contact may disqualify the applicant from further consideration. Contact information for the procurement officer is:

**Procurement Officer: Roger Ziesak**  
**Address: 2705 Spurgin Rd, Missoula, MT 59804**  
**Telephone Number: 406-542-4338, Cell 406-239-9881**  
**Fax Number: 406-542-4217**  
**E-mail Address: rziesak@mt.gov**

Applicants must contact DNRC Trust Lands Foresters or DNRC Area and/or Unit Managers regarding proposed management activities on State Trust Lands. The DNRC is not obligated to participate in any proposal. DNRC staff will not write or assist in the writing of any part of an Applicant’s grant proposal with the exception of projects proposed on state trust lands.

Questions that cannot be answered by DNRC field personnel about the process outlined in this RFP should be directed to the Procurement Officer.

## **1.4 REQUIRED REVIEW**

**1.4.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the applicant shall include any terms or requirements within the RFP that preclude the applicant from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth in Section 1.4.2. The State will determine any changes to the RFP.

## **1.5 PRE-PROPOSAL CONFERENCE**

There will be four (4) optional Pre-Proposal Conferences to answer questions about this RFP.

**Conference dates and locations:**

- A. **Eastern Land Office in Forsyth on Tuesday, August 12, 2014.** Location is the Haugo Convention Center located in Forsyth, MT.
- B. **Southern Land Office in Billings on Wednesday, August 13, 2014.** Location is the Southern Land Office, DEQ Conference Room located at 1371 Rimtop Drive, Billings, MT
- C. **Southwestern Land Office in Missoula on Thursday, August 14, 2014.** Location is the Southwestern Land Office conference room located at 1401 27<sup>th</sup> Avenue, Missoula, MT
- D. **Northwestern Land Office in Kalispell on Friday, August 15, 2014.** Location is the Northwest Land Office conference room (#149) located at 655 Timber Wolf Parkway, Kalispell, MT.

**All meetings will start at 1:30 pm and go to 4:30 pm.**

Applicants are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify DNRC of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP.

**State's Response.** The State will provide questions and answers received at each pre-bid meeting. The State's response will be by written addendum and will be posted on the State's website with the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by August 21, 2014 by close of business. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.6 GENERAL REQUIREMENTS**

**1.6.1 Resulting Grant Agreement.** This RFP and any addenda, the applicant's RFP response, including any amendments, and any clarification question responses shall be incorporated by reference into any resulting grant agreement.

**1.6.2 Understanding of Specifications and Requirements.** By submitting a response to this RFP, the applicant acknowledges it understands and shall comply with the RFP specifications and requirements.

**1.6.3 Applicant's Signature.** Applicant's response proposal must be signed in ink by an individual authorized to legally bind the applicant to complete the proposed work. The applicant's signature guarantees that the offer has been established without collusion. Applicant shall provide proof of authority of the person signing the RFP upon State's request.

**1.6.4 Proposal in Effect until awards announced.** Applicant agrees that it may not modify its proposal, except at the request of the state, for the period from date of submission deadline until awards are announced.

## **1.7 SUBMITTING A PROPOSAL**

**1.7.1 Organization of Proposal.** Applicants must submit a signed copy of the RFP cover sheet as part of their proposal. Proposals should be bound and include a table of contents in order to ensure all parts of the proposal are reviewed. Proposal pages must be consecutively numbered.

The State encourages applicants to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

**1.7.2 Failure to Comply with Instructions.** Applicants failing to comply with these instructions may be subject to point deductions. Further, the State may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

**EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE.**

**Clearly indicate your proposal is in response to RFP 155011FSU.**

Due Date & Time:	<b>SEPTEMBER 10, 2014 (received by 5:00 pm)</b>
Address:	<b>Delivery and Mailing Address:</b>  MT Dept of Natural Resources and Conservation ATTN: Roger Ziesak 2705 Spurgin Rd Missoula, MT 59804
Comments:	<b>Proposals must be received at the reception desk of the DNRC Forestry Division Office prior to 5:00 p.m., Mountain Time, September 10, 2014. Applicant is solely responsible for assuring delivery to the reception desk by the designated time.</b>  <b><u>Late submittals and late Post Marks will not be accepted.</u></b>  <b><u>ELECTRONIC AND FAXED SUBMITTALS WILL NOT BE ACCEPTED.</u></b>

## **1.8 COSTS/OWNERSHIP OF MATERIALS**

**1.8.1 State Not Responsible for Preparation Costs.** Offeror is solely responsible for all costs it incurs prior to contract execution.

**1.8.2 Ownership of Timely Submitted Materials.** The State shall own all materials submitted in response to this RFP.

## **SECTION 2: RFP STANDARD INFORMATION**

### **2.1 AUTHORITY**

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing any and all awards to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria, (through allocation of possible points as a percentage of the total). The State shall use only the evaluation criteria outlined in this RFP.

### **2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.3.1 Public Information.** Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, will be considered to be public information.

### **2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive.** The State shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The State may deem a proposal nonresponsive if: (1) any of the required information is not provided or (2) the proposal does not meet RFP requirements and specifications. The State may find any proposal to be nonresponsive at any time during the procurement process. If the State deems a proposal nonresponsive, it will be disqualified.

**2.3.2 Evaluation of Proposals.** An evaluation committee will review and score all responsive proposals based on stated criteria and recommend award to the highest scoring proposals until such time that available grant funds are exhausted. An evaluator or the evaluation committee may initiate discussion with an applicant to clarify various sections of a proposal as necessary.

**2.3.3 Completeness of Proposals.** Selection and award will be based on the applicant's proposal and other items outlined in this RFP. Information or materials presented by applicants outside their submitted proposal will not be considered unless the information is in response to a request comes from the evaluation committee.

**2.3.4 Evaluator/Evaluation Committee Recommendation for Grant Award.** The evaluation committee will provide a written recommendation for contract award to the MT State Forester that contains the scores and any necessary justification and/or rationale for their recommendations. The MT State Forester will make the final determination of successful Applicants.

**2.3.5 Grant Agreement Execution.** Once an applicant has been notified of being awarded a grant and upon receipt of any/all required additional materials, a grant agreement will be prepared for signature. No work will be allowed under this grant agreement until the grant agreement is signed by both parties.

### **2.4 STATE'S RIGHTS RESERVED**

Prior to entering into any agreement with an applicant, DNRC may cancel or reduce the level of funding, if funding is not appropriated or is suspended in support of this RFP.

## SECTION 3: PROJECT REQUIREMENTS

### 3.1 PROJECT SCOPE.

This project will provide funding for forest fuel reduction, mitigation, and forest restoration on forested non-industrial private lands, state lands, or tribal lands in southeastern and western Montana. Eligible lands are located within the following DNRC Field Offices: the Northwest Land Office (NWLO), the Southwest Land Office (SWLO), the Southern Land Office (SLO), and the Eastern Land Office (ELO).

**Project funding and scoring will be split between the Eastern and Western regions of the State. For the purposes of this RFP, the NWLO and SWLO will be in the Western region and the SLO and ELO will be the Eastern region. Projects may be proposed for forested lands anywhere within these identified Land Offices.**

This project will allocate a maximum of Two Million and No/100 Dollars (\$2,000,000.00), divided equally between the Eastern and Western regions. DNRC reserves the right to offer a second response opportunity if there are not enough qualified proposals submitted for the East or West regions in the initial RFP request or it may adjust the allocations based on the quality and quantity of proposals submitted. No individual grant award will exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00). Applicants may apply multiple times for grants; however, only one grant will be awarded to each lead applicant. Grants may be awarded in amounts less than the amount applied for.

**Preference points will be given to proposals with any or all of the following criteria (see Section 6):**

- A. Located within an identified Wildland Urban Interface Area, (WUI).**
- B. Located adjacent to a State of Montana identified “Priority Landscape” per the 2014 Farm Bill.**
- C. Contractors who are Accredited Logging Professionals, (ALP), certified through the Montana Logging Association, (MLA). Additional points for ALP certification will only be awarded when that contractor(s) will be doing a significant portion of the proposed work.**

### 3.2 PROPOSAL CRITERIA

Each item must be thoroughly addressed. Scores will be based on how the applicant’s response addresses each of the points listed below. Applicants who submit a proposal that does not meet specific criteria stated below should clearly state why that criteria is not applicable to their proposal otherwise the applicant’s response may be found to be nonresponsive or be subject to point deductions.

- A. Consistency with a forest stewardship or forest management plan.
- B. Treatment cost per acre.
- C. Effectiveness of the proposed treatment as it relates to forest fuels reduction, restoration forestry, and/or forest stewardship as well as how effectively it corresponds to the management plan and goals.
- D. Number of acres treated.
- E. Experience and qualifications of the contractor(s) and facilities involved.
- F. Amount and/or variety of forest products produced (sawlogs, pulplogs, chips, hogfuel, biomass, post & pole material, etc.).
- G. Number and diversity of partners involved in the project.
- H. Location within an identified WUI or adjacent to the identified 2014 Farm Bill Priority Landscapes.
- I. Adjacency to other ongoing or recently completed forest fuels or forest restoration/stewardship projects.
- J. **COST SHARE Provided by Landowner/Applicant.** Landowners/applicants are required to pay a minimum of 25% of the total cost of treating their lands under this grant.
  - a. Example 1: Redirection of stumpage payments back into the project.
  - b. Example 2: Landowners pay 25% of the total per acre treatment cost.



- c. Some in-kind services can be counted towards the 25% cost share requirement. This could include time the landowner, or a hired professional, spent preparing unit boundaries, marking trees, etc. or the landowner doing some of the actual treatments. The time and costs associated with preparing a proposal, including management plans, will not count as in-kind services.

Proposals must detail how each participating landowner or applicant will meet the 25% cost share requirement. Failure to specify the cost share responsibilities will result in a disqualified proposal.

- K. No more than fifteen percent (15%) of a proposal's budget may be spent on road construction/re-construction or road obliteration.
- L. Stream work that is primarily stream or fisheries enhancement and/or stream restoration is not eligible under this RFP.
- M. Federal lands or industrial private forest lands are not eligible for treatment under this RFP.
- N. Prescribed Burning and Noxious Weed Treatments are not eligible treatments under this RFP.

### **3.3 TREATMENTS ALLOWED**

Proposals should be designed to address the following:

- 1) **Promote and/or restore forest health through managed timber harvest, proactive timber stand management, forest stewardship, or forest fuels reduction treatments.**
- 2) Reflect historic forest conditions through restoration forestry treatments.
- 3) Reduce fire risk by removing unhealthy trees and reducing tree crown density.
- 4) Protect and/or enhance soil and water quality or wildlife habitat.
- 5) Generate and utilize all types of commercial forest products wherever feasible, including but not limited to: sawlogs, pulp logs, chips, posts & poles, firewood, shavings, landscape mulch, and/or hogfuel.
- 6) Road work that meets the following criteria: 1) the installation and/or repair of culverts in existing roads for fisheries enhancement; 2) the repair of roads and bridges to access project areas, this may include upgrading a road to current BMP standards.
- 7) Wildland fire management/ecosystem restoration.
- 8) New road construction, re-construction, or road obliteration is allowed when required specifically for successful project implementation, this may include upgrading a road to current BMP standards.
- 9) Non-commercial thinning and/or encroachment treatments.

### **3.4 PROJECT LOCATION ELIGIBILITY**

The following areas are eligible for funding: All forested lands within these Montana counties: Lincoln, Flathead, Sanders, Lake, Mineral, Missoula, Ravalli, Granite, Powell, Deer Lodge, the Eastern portion of Lewis & Clark that lies within the SWLO, Silver Bow, Sweet Grass, Stillwater, Yellowstone, Carbon, Big Horn, Treasure, Musselshell, Rosebud, Custer, Powder River, Prairie, Fallon, Carter, Wibaux, Dawson, Garfield, McCone, and Richland. These counties correspond to the DNRC Forestry Division offices for the Northwest Land Office, the Southwest Land Office, the Southern Land Office, and the Eastern Land Office.

Projects may be proposed for eligible forested lands anywhere within the identified counties. Eligible lands are State of Montana lands, Tribal lands, and NIPF lands.

### **3.5 GENERAL DESCRIPTION**

Responses to this RFP should propose to treat forested lands that have not had recent timber harvest and/or other treatments (within a minimum of the last ten (10) years) to address the restoration, stewardship, fuels reduction, and silvicultural concerns as outlined in this RFP.

**NOTE:** Timber stands that are threatened by or have had recent damage or attacks from insects, fire, wind, and/or disease are also eligible even if they have had treatments within the last 10 years. The threat or response to an event rational must be clearly defined in the response.

### **3.6 OWNERSHIP OF REMOVED MATERIAL**

All wood products removed from private lands are property of the Applicant and/or landowner. DNRC, through this RFP, neither acquires nor retains an interest in any private forest products generated. The sale or barter of these wood products will require the Applicant or the landowner (NIPF lands only) to obtain a Hazard Reduction Agreement (hereinafter referred to as "HRA") from DNRC prior to the start of operations.

### **3.7 STATE TRUST LANDS REQUIREMENTS**

On State trust lands a timber sale/permit contract must be in place prior to the start of operations. This RFP does not obligate DNRC to grant a timber sale/permit contract.

### **3.8 TREATMENT SPECIFICATIONS**

Areas proposed for treatment must have a forest management plan developed prior to or as a part of the proposal. The proposal must explain how the proposed treatments will fulfill the various goals and objectives of the forest management plan. The following specifications will apply to tree removal:

#### **3.8.1 Designation without Marking**

One or both of the following methods must be used in a manner that ensures that the amount of material removed is verifiable and accountable.

**A) Designation by Description** may be used for both commercial and non-commercial material, independent of the means of estimating the quantity of material to be removed. The Applicant is required to describe how the proposed treated stand will look and how it can be measured by DNRC for compliance with the treatment plan. The trees to be cut, or left, are designated according to the description and not left to the discretion of the contractor. The description must be based on characteristics that can be verified after the material is removed. The boundaries of the area from which material is to be removed must be clearly identified.

Examples of appropriate use of Designation by Description include:

- 1) Create space between tree crowns to reduce the chances of a running crown fire. The recommended amount of separation between tree canopies is determined by steepness of slope. On the average this requires:
  - i. 10 feet (flat to gentle slope / 0–20%);
  - ii. 20 feet (moderate slope / 20–40%);
  - iii. Or, 30 feet (very steep / over 40%)
- 2) Uniform stands of one species with a narrow diameter-breast-high (hereinafter referred to as "dbh") range thinned to a specified spacing.
- 3) Removing all of one species in a stand.
- 4) Removing all trees of a specified stump diameter or diameter range.
- 5) Opening up a stand to a specified crown closure or spacing that will meet the management objective.

- 6) Removing all of one product from a stand.

The above six treatments are shown for example purposes only. Applicants may use them or develop their own treatments subject to the approval of the DNRC.

**B) Designation by Prescription** may be used for non-commercial or commercial material when the quantity of products removed can be determined post-harvest. The authorized officer shall ensure that the contractor marks leave trees and shall inspect and approve the marking prior to cutting. The boundaries of the area, on a map and on the ground, from which material will be removed, must be clearly identified. In Designation by Prescription, the contractor selects the trees to be cut or left.

Examples of appropriate use of Designation by Prescription include:

- 1) Thinning a stand to a 60 basal area factor.
- 2) Leaving 10 trees per acre greater than 15 inches dbh, identified by species.
- 3) Thinning to an average spacing of 25' x 25', always retaining healthy larger trees when selecting the leave tree.
- 4) Treat fuels between the ground and crowns of larger trees by removing ladder fuels.

The above four treatments are shown for example purposes only. Applicants may use them or develop their own treatments subject to the approval of the DNRC.

**3.8.2 Downed Woody Fuels Cleanup Specifications** - Woody debris created by any type of treatment operations may be hand or machine piled for later burning, chipping, grinding, salvage, or other treatment. Ground or chipped material may be spread across the forest floor in an even manner, or taken off site to be disposed of. DNRC standards for the definition of large woody debris (hereinafter referred to as "LWD") will be followed. LWD generated during treatment operations is woody material three (3) inches in diameter or greater. Applicants must designate in their proposal how much material they intend to leave on the ground (tons per acre).

**3.8.3 Slash Treatment** – The Applicant will treat all material through removal or chipping to meet or exceed the State slash hazard law (76-13-401 thru 76-13-424 MCA) for post-harvest flame length standards. Piling, by hand or mechanical methods, should be designed and implemented to allow proper disposal of all slash. **Piles, if burned, should be located to protect all residual trees from scorch or from other damage.** All piles must be disposed of by burning, chipping, burying, grinding, or by hauling slash off site. After burning, any pile residue should be spread or buried.

Thinning slash and chips shall be removed from all roads, adjacent cut-and-fill slopes, and ditches. Slash shall also be completely removed from areas within one hundred (100) feet of a home and/or outbuilding. No slash piles are allowed within one hundred (100) feet of a property line unless agreed to by both landowners.

**3.8.4 Road Maintenance** - The Applicant will be responsible for all road maintenance including but not limited to grading, culvert clean-out, ditch cleaning, and repair of any damage caused to any public and/or private roads used by the Applicant or associated partners for this project.

**3.8.5 Protection of Resources** - During all operations, equipment will be operated in such a manner as to avoid damage to leave trees, fences, property corners, roads (including ditches and cut & fill slopes), buildings and other structures (natural or otherwise) identified by the landowner.

**3.8.6 Mastication/Encroachment Treatments** – The Applicant will disperse all concentrations of chips and/or other material that may create an unacceptable fire risk. During all operations, equipment will be operated in such a manner as to avoid damage to leave trees, fences, property corners, roads (including ditches and cut & fill slopes), buildings and other structures (natural or otherwise) identified by the landowner.

**All treatments must conform to the Montana Best Management Practices for Timber Harvest and the Montana Streamside Management Zone Law and Rules 2006 (77-5-301 thru 77-5-307 MCA). Any new**

road location and construction or reconstruction must meet the standards of the property owner. All necessary permits for stream crossings are the responsibility of the Applicant. All requests for, and application of SMZ Alternative Practices are the responsibility of the Applicant. DNRC reserves the right to withhold grant payments for work that does not meet the above standards.

NOTE: In all cases listed above and any additional work identified in the proposal, it must be noted that the DNRC will not enforce, or in any other way be involved with, contracts between grant partners. The DNRC will require projects to accomplish all work contained in the proposal and/or incorporated into the grant agreement and such work will meet any and all applicable State standards, laws, rules, and regulations.

### **3.9 APPLICANT RESPONSE**

In addition to incorporating the Proposal Criteria listed under Section 3.1, each Applicant must provide the following as part of their response to this RFP:

#### **3.9.1 WORK PLAN** – Subsections a – g, as described below, must be included as part of the Work Plan.

- a) **Maps:** must show proposed harvest units, treated acres by treatment type, ownership by category (federal, state, Tribal, private, etc.), property boundaries, access route, landings, existing roads, new road construction, road reconstruction, streams (stream class 1, 2, or 3), and a legend identifying types of treatment(s). The preferred map scale is 1 inch equals 500 feet; other map scales are acceptable if easily legible and understandable.
- b) **Permits** - provide proof that applications have been or will be submitted for all applicable permits.
- c) **Description of Stands prior to Treatment** – provide a brief but thorough description of the existing stand including the overstory, understory, terrain, unusual factors such as wetlands, rock outcrops, (items that will affect operations), and previous treatments (if any), stand health and any other factors related to the proposed treatment plan.
- d) **Description of the Stand Treatments** to be applied, by treatment area, so that reviewers can determine suitability of treatment when compared to applicable management plans. Applicants should describe in full detail the overall treatment plan. Examples of topics to include are: type of stand treatment, harvest prescription, harvest system, desired leave tree species, leave tree spacing (for both merchantable and sub-merchantable trees), forest fuels treatment(s) such as understory and/or undergrowth treatments, ground treatments (such as scarification, mastication, etc.), amount in tons/acre of large woody debris to be left on the ground, and any road/landing post operations treatments.
  - 1. Provide the rationale for the treatments chosen, (for example: landowner preference, existing management plan, insect & disease treatment, etc.).
  - 2. A precise description of what the residual stand will look like should be included (for example: tree spacing for both overstory and understory, leave tree species preference, slash treated in woods or removed, etc.). This description will act as the basis for final inspection before payment is approved.
- e) **Forest Products Produced.** Provide a list of all forest products expected to be produced under your proposal. Rough estimates of volumes to be produced are required.
- f) **Approximate Operating Schedule**, including a time line, that will show the approximate start and stop dates for road construction and/or reconstruction, operational unit treatments (delineate each

treatment type), and unit clean-up or additional post treatment work, (example: grinding slash), showing completion of all activities including slash treatment by December 15, 2015.

- g) **List of Properties** to be treated including ownership, written proof of landowner cooperation in the project, landowner's address, and the legal description of actual lands to be treated.

**3.9.2 GRANT REQUEST** – As part of an Applicant's proposal and on a separate sheet labeled "GRANT REQUEST" the Applicant must list the following information:

- a) Total grant amount requested.
- b) Name of pay unit(s).
- c) Individual amounts for each pay unit.
- d) Cost per acre for the entire proposal and by pay unit.
- e) Landowner's share of cost for the entire proposal and by pay unit.

**3.9.3 PARTNERSHIPS** – Clearly identify all sub-contractors, landowners, and partners who will participate in the project, or each portion of the project, and list what their responsibilities will be. Letters of commitment from purchasers and/or other partners may be submitted.

### **3.10 APPLICANT WILL PROVIDE**

Applicants must provide all necessary equipment, manpower, materials, permits, and permissions necessary to accomplish the work as outlined in the Applicant's response to this RFP.

A final report from the applicant must be submitted prior to final payment and closure of the grant agreement. This report will summarize the accomplishments of the project, any changes made, provide a revised map showing work completed, pictures of the project (if any), list volumes of forest products delivered, note whether key criteria were met and how, list any significant issues, and note how many jobs the project provided.

### **3.11 STATE WILL PROVIDE**

DNRC will provide permits that are under its authority to grant provided proper application by the Applicant is received and the Applicant is legally entitled to such permit(s). DNRC will act as Project Administrator and will approve all operating areas as complete before grant funds are distributed. DNRC will not provide any equipment, manpower, materials, or permissions necessary to accomplish the work as outlined in the Applicant's response to this RFP.

### **3.12 PROJECT TIMEFRAME**

All work covered within the agreement must be completed by December 15, 2015. This includes the treatment of slash.

### **3.13 INSPECTION AND PAYMENT**

DNRC retains the right to make periodic inspections of the Agreement work area to determine that the requirements of the Agreement are being met. If the Applicant fails to meet the requirements of the Agreement, the Applicant shall correct the deficiencies before any payments are made. Inspections shall occur as often as deemed necessary by DNRC. Inspections are required to certify work completed for payment. The Applicant may request inspection for payment purposes or to clarify Agreement requirements.

### **3.14 PERFORMANCE BOND**

DNRC will withhold seven and one half percent (7.5%) of each payment as a performance bond. The maximum cumulative withholding amount will be fifteen thousand and no/100 dollars (\$15,000.00). These withheld funds will be retained by DNRC until the project is one-hundred percent (100%) complete, including the final report, and approved by the DNRC Procurement Officer. Once DNRC agrees that all work has been satisfactorily completed, the funds previously withheld will be released to the applicant.

**NOTE:** Prior to entering into any agreement with an applicant, DNRC may cancel or reduce the level of funding, if funding is not appropriated or is suspended to support this solicitation.

## SECTION 4: APPLICANT QUALIFICATIONS

### **4.1 STATE'S RIGHT TO INVESTIGATE AND REJECT**

The State may make such investigations as deemed necessary to determine the applicant's ability to perform the services specified. The State reserves the right to reject a proposal if the information submitted by, or investigation of, the applicant fails to satisfy the State's determination that the applicant is properly qualified to perform the obligations of the grant agreement. *This includes the State's ability to reject the proposal based on negative references.*

### **4.2 APPLICANT QUALIFICATIONS & INFORMATIONAL REQUIREMENTS**

In order for DNRC to determine the capabilities of an Applicant and associated partners to perform the services specified in Section 3 above, the Applicants must respond to the following requests for information regarding their and all associated partners' ability to meet DNRC's requirements.

**4.2.1 REFERENCES.** Applicant shall provide a minimum of two (2) references where the Applicant completed forest management treatments of the type listed in the RFP response. This applies to all partners who will be performing work under this Agreement. At a minimum, the Applicant shall provide the company or landowner name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, a description of the work performed, and dates the services were provided.

**4.2.2 RESUMES/COMPANY PROFILE AND EXPERIENCE.** Applicants shall specify how long the individual/company and partners submitting the proposal has been in the business of providing services similar to those requested in this RFP. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided.

## SECTION 5: FUNDING REQUEST

### 5.1 FUNDING REQUEST

In this Section Applicants must give the rationale for their funding requests. Each project area that is treated must have a basis for the requested grant monies (reimbursed costs). Applicants must provide the following level of detail.

**NOTE: All costs must be listed on a per acre basis. Applicants must include this information as part of their Work Plans for each treatment area or payment unit. Cost estimates should include the costs borne by the landowner(s) as part of the cost share requirement. Landowner costs should be included in these totals but explained in detail for Part H below.**

- A. Pre-operational Costs including administrative and lay-out cost.
- B. Overstory Treatment Cost including administrative and all mobilization costs.
- C. Understory Treatment Cost including administrative and all mobilization costs.
- D. Transportation Costs – This includes mobilization (move in & move out), loading, and haul costs to each specific mill or delivery point.
- E. Slash Treatment Cost and Type of Treatment.
- F. Total Cost and Total Cost/Acre.
- G. Acres treated for each type of treatment that has a unique cost structure.
- H. Describe how the twenty-five percent (25%) cost share requirement will apply and how that funding will be utilized to treat additional acres and/or perform additional work.

**The maximum grant request under this RFP is Two Hundred Thousand and no /100 Dollars (\$200,000.00).**

**The overall average cost per acre funding request for your proposal will be used in determining an Applicant's Funding Request score see Section 6.0 EVALUATION CRITERIA. Please note if the cooperating landowner(s) are intending to pay more than the minimum 25% cost share requirement.**

### 5.2 PAYMENT SCHEDULE

Payment Terms will be on a PAYMENT UPON ACCEPTANCE OF COMPLETED WORK basis. An applicant submitting a proposal should detail how they would like payments to be made. Proposed payments should be by treatment area. If the proposal is treating one or two large areas then sub-units may be identified. These sub-units will be designated as payment areas. Payment will be based on the number of acres treated and approved by DNRC. Total number of payments associated with each award is limited to five (5).



## SECTION 6: EVALUATION PROCESS

### 6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on **a maximum possible score of 1000 points**..

Preference points, (up to 20 points for each item), will be given to proposals with any or all of the following criteria:

- A. Located within an identified Wildland Urban Interface Area, (WUI).
- B. Located adjacent to a State of Montana identified "Priority Landscape".
- C. Contractors who are Accredited Logging Professionals, (ALP), certified through the Montana Logging Association, (MLA). Additional points for ALP certification will only be awarded when that contractor(s) will be doing a significant portion of the proposed work.

### 6.2 EVALUATION CRITERIA

Category	Section of RFP	Point Value
<b>Operations</b> <b>_50%_ of points for a possible _500_ points</b>		
1. Work Plan	3.9.1	400
2. Project Timeline	3.9.1	100
3. PREFERENCE POINTS. Project meeting any of the three potential bonus point categories.	6.1	20 each
<b>Outreach, Ability &amp; Funding</b> <b>_35%_ of points for a possible _350_ points</b>		
3. Funding Request	5.0	250
4. Partnerships	3.9.3	100
<b>References</b>		
5. References	4.2.1	Pass/Fail
<b>Resumes</b> <b>_15%_ of points for a possible _150_ points</b>		
6. Years of Relevant Experience	4.2.2	100
7. Relevant Past Projects	4.2.2	50

## APPENDIX A: STANDARD TERMS AND CONDITIONS

### Standard Terms and Conditions

**By submitting a response to this invitation for proposals, request for proposal, limited solicitation, or acceptance of a contract or grant agreement, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** Contractor/Grantee agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor/Grantee agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor/Grantee shall not assign, transfer or subcontract any portion of the contract/grant agreement without the express written consent of the DNRC. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor/Grantee shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor/Grantee subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor/Grantee agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT/GRANT AGREEMENT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract/grant agreement shall be granted without DNRC's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's/Grantee's expense.

**DEBARMENT:** Contractor/Grantee certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**ELECTRONIC AND FACSIMILE RESPONSES:** ELECTRONIC AND FACSIMILE RESPONSES WILL NOT BE ACCEPTED.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/applicant to whom a contract/grant agreement is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the DNRC may, in its discretion, suspend the bidder/applicant for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract/grant agreement, unless the parties mutually agree that the obligation need not be performed because of the condition.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor/Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's/Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor/Grantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the DNRC, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the applicant's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the DNRC is allowed 30 days to pay such invoices.

**REDUCTION OF FUNDING:** The DNRC must terminate this contract/grant agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period, (See section 18-4-313(4), MCA.).

**REFERENCE TO CONTRACT/GRANT AGREEMENT:** The contract/grant agreement or purchase order number MUST appear on all invoices and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain

the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract/grant agreement is illegal and void shall not affect the legality and enforceability of any other provision of the contract/grant agreement, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the DNRC of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor/Grantee acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

**TERMINATION OF CONTRACT/GRANT AGREEMENT:** Unless otherwise stated, the DNRC may, by written notice to Contractor/Grantee, terminate the contract/grant agreement in whole or in part at any time Contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

## APPENDIX B: RFP RESPONSE FORM

1. **Applicant must provide a signed copy of the RFP Cover Sheet.**
2. **Applicant must include the "Instructions to Applicants" page 3.**
3. **Provide a complete response to Sections 3, 4, and 5.**
4. **Completeness of Proposal.** An applicant's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. Unless specifically requested in the RFP, an applicant making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
5. **Copies Required and Deadline for Receipt of Proposals.** Applicants must submit **two paper copies of their proposal to the address in Section 1.7.2.** The State reserves the right to request an electronic copy of the RFP response.